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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 TYPE OF CONTRACT

This is a Fixed-Price, Indefinite Delivery Indefinite Quantity service type of contract with a base plus four option years. This contract will be funded by delivery orders.

B.2 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

B.2.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS – INDEFINITE QUANTITY CONTRACT

(a) Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. If this contract contains options, the minimum for each option shall apply separately and independently to that option.

Base: \$ 10,000.00 Option 1: \$ 10,000.00 Option 2: \$ 10,000.00 Option 3: \$ 10,000.00 Option 4: \$ 10,000.00

(b) The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services equal to \$30,000,000.00.

B.3 DESCRIPTION OF SERVICES

The Contractor shall provide professional services in accordance with the following labor categories on a fixed-price basis (see Section J Exhibit-6 Labor Category Descriptions) to fulfill the requirements listed in Section C-Statement of Work. The rate shall include all direct and indirect costs and profit involved and shall be the total cost that the Government is required to pay.

B.4 BASE YEAR SCHEDULE

CLIN	SUPPLIES / SERVICES	EST.) HOURS	RATE	TOTAL (EST.)
0001	Project Manager/Senior Demand Reduction Specia	alist <u>2,496</u>		
0002	Professional/Technical Demand Reduction Specia	list <u>2,496</u>		
0003	Research/Evaluation Specialist	2,496		
0004	Logistics Coordinator	<u>1,960</u>		
0005	Other Direct Costs, Materials & Services			
0006	Other Direct Costs, Subcontractors			
		BASE Y	EAR TOTAL	

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B.5	OPTION YEAR ONE	Demand Reduction Supp	oon service	25	
CLIN	SUPPLIES / SERVICES		HOURS	RATE	TOTAL (EST.)
1001	Project Manager/Senior Demand		19	KATE	
	-10		2,504		
1002	Professional/Technical Demand R	leduction Specialist	2,504		
1003	Research/Evaluation Specialist		<u>2,504</u>	-	
1004	Logistics Coordinator		<u>1,966</u>	-	
1005	Other Direct Costs, Materials & S	ervices			
1006	Other Direct Costs, Subcontractor	S			
		OPTION YE	EAR ONI	E (1) TOTAL	
B.6	OPTION YEAR TWO	(2) SCHEDULE			
CLIN	SUPPLIES / SERVICES	(EST.) I	HOURS	RATE	TOTAL (EST.)
2001	Project Manager/Senior Demand	Reduction Specialist	<u>2,496</u>	-	
2002	Professional/Technical Demand R	eduction Specialist	<u>2,496</u>		
2003	Research/Evaluation Specialist		<u>2,496</u>		<u> </u>
2004	Logistics Coordinator		1,960		
2005	Other Direct Costs, Materials & S	ervices			-
2006	Other Direct Costs, Subcontractor	S			
		OPTION YE	AR TWO	(2) TOTAL	
D. 7	0.000.000.000.000.000.000	- (A) G G			
B.7	OPTION YEAR THR		TOT TO	D 4 (T)	TOTAL (FOT)
CLIN	SUPPLIES / SERVICES			RATE	TOTAL (EST.)
3001	Project Manager/Senior Demand	1	<u>2,496</u>		3
3002	Professional/Technical Demand R	eduction Specialist	2,496		
3003	Research/Evaluation Specialist		2,496		
3004	Logistics Coordinator		1,960		
3005	Other Direct Costs, Materials & S	ervices			

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3006	Other Direct	Costs, Subcontractors					
			OPTION YEA	AR THREI	E (3) TOTAL	E	
B.8	(OPTION YEAR FOUR	(4) SCHEDULE				
CLIN	SUPPLIES /	SERVICES	(EST.)) HOURS	RATE	TOTA	L (EST.)
4001	Project Man	ager/Senior Demand R	eduction Specialist	2,496			
4002	Professional	/Technical Demand Re	eduction Specialist	2,496			
4003	Research/Ev	raluation Specialist		2,496			N .
4004	Logistics Co	oordinator		<u>1,960</u>			11
4005	Other Direct	Costs, Materials & Se	rvices			,	
4006	Other Direct	Costs, Subcontractors					
			OPTION YEA	AR FOUR	(4) TOTAL		
B.9		GRAND SUMMARY E	BASE YEAR AND F	OUR (4)			
Offerors a	are to provide	prices in the spaces be	low for the total amo	ount for the	base year and	l 4 optio	n years.
Total amo	ount for Base	Year	\$		<u>-</u> -		
Total amo	ount for Optio	n Year 1	\$				
Total amo	ount for Optio	n Year 2	\$				
Total amo	ount for Optio	n Year 3	\$				
Total amo	ount for Optio	n Year 4	\$				
TOTAL 1	BASE YEAR	AND 4 OPTION YE	ARS \$		_		
			A				

B.10 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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SECTION C -- PERFORMANCE WORK STATEMENT

C.1 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

- (a) The Contractor shall perform this contract in accordance with its technical proposal dated _____ and any revisions thereto submitted in response to Solicitation No. SAQMPD07R0020.
- (b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technica proposal shall follow "the specifications" in the order of precedence.

C.2 INTRODUCTION

The Bureau for International Narcotics and Law Enforcement Affairs (INL) within the Department of State assists other nations in developing the political will and programs to counter drug trafficking and abuse. As global awareness of the drug abuse epidemic grows, more countries see the necessity to develop global solutions to complex problems. At the same time, many nations look to the United States to provide leadership in this critical area. Solutions include training and technical assistance with the latest research-based drug prevention and treatment techniques and with forming regional and international coalitions to address drug-related problems.

Whereas the INL International Demand Reduction (IDR) program was once a bilateral program providing assistance on a country-by-country basis, it has evolved into a complex program providing assistance through regional and international initiatives.

Our international partners in drug control efforts request US training in the latest demand reduction technology and assistance with creating and maintaining regional and global networks of public/private sector demand reduction programs. In addition, INL must empirically evaluate IDR program effectiveness to justify increased US Congressional appropriations.

CURRENT OPERATING ENVIRONMENT: The Department of State, the White House Office of National Drug Control Policy, and the Department of Health and Human Services have different roles in IDR. To accomplish the Department of State's role, INL began to set priorities and contract out area expertise on an ad hoc basis. These contracted demand reduction services have become institutionalized in the INL program and are required for the program to continue providing high standards of service. Due to the increased complexity and demands of IDR programs, INL's expert groups require daily management. A contracted management group best allows INL to continue accessing a wide array of IDR expertise.

C.3 PRIORITIES

PRIORITIES ESTABLSIHED BY THE DEPARTMENT OF STATE: Cocaine control is the number one drug control priority of the U.S. Government, while heroin control is the number two priority. The global Amphetamine Type Stimulant (ATS) and HIV/AIDS epidemics are also priorities. Accordingly, INL will use the following designation of priority regions and countries to plan IDR activities.

PRIORITY I: Andean initiative countries producing and trafficking cocaine and/or heroin - Colombia, Bolivia, and Peru.

PRIORITY II: Asian and Latin American countries producing and trafficking heroin and/or amphetamine type stimulants – Thailand, Pakistan, Afghanistan, and Mexico.

PRIORITY III: Asian, Latin American, and African countries with high prevalence of HIV/AIDS related to drug abuse – India, China, Vietnam, South Africa, Kenya, Nigeria, Brazil, Argentina, Paraguay, and Uruguay.

PRIORITY IV: Other Latin American and Caribbean countries trafficking cocaine, heroin, and marijuana – Jamaica, Guatemala, Dominican Republic, El Salvador, Ecuador, and the Bahamas.

PRIORITY V: Newly emerging democracies in Russia and Eastern European countries - Russian Federation, Czech Republic, Poland, and Hungary.

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C.4 PROGRAM GOALS AND OBJECTIVES

PROGRAM GOAL AND OBJECTIVES: The President's National Security Presidential Directive (NSPD) on International Drug Control Policy directs the Secretary of State to expand international demand reduction assistance. INL has made every effort to ensure that our initiatives are responsive to this mandate. In collaboration with the White House Office of National Drug Control Policy (ONDCP), INL has led interagency and bilateral working groups to develop guidelines and programs addressing this directive and the President's three new priorities for domestic and international demand reduction programs.

The President's priorities and INL's goals are:

- Stopping the initiation of drug use;
- Intervening with drug users to stop; and

Improving treatment delivery to achieve significant and sustained reduction in the number of drug dependent individuals.

To achieve these goals, INL and ONDCP developed the following program objectives:

- Develop foreign country readiness and ability to apply "best practices" and new prevention/treatment technologies that are scientifically sound and effective at the national and community levels;
- Develop regional-level capabilities for better dissemination and utilization of "best practices" and scientific knowledge about effective prevention and treatment technologies;
- Educate the international community about U.S. policies, programs, and successes in combating drug use;
- Develop multilateral alliances to build public support and political will to combat drug trafficking and abuse;
- Develop support for U.S. foreign anti-drug policies/initiatives, and improve America's image overseas; and
- Utilize accomplishments in the international program to benefit both U.S. and foreign demand reduction services.

C.5 DEFINITIONS

INL has defined the following areas of contract responsibilities:

<u>Demand Reduction</u> includes the provision of information in the areas of drug abuse prevention, education, treatment and rehabilitation, applied research, program development and administration, network/collation development and maintenance, and other actions intended to help reduce the incidence, prevalence and consequences of drug abuse. Effective demand reduction activities will lead to reduced levels of foreign drug abuse and increased multinational cooperation with the U.S. government, thereby reducing the magnitude and profitability of the international drug trade.

Drug Abuse Training/Technical Assistance imparts specific information and skills to host country personnel in selected areas (e.g., prevention, treatment, etc) to permit them to function within the given subject area. Training is typically associated with the presentation of a specific curriculum by a team of trainers that lasts for one to two weeks and is provided at a central location. Training is often provided to participants from multiple programs. Technical assistance generally involves a provider meeting with a recipient program on-site to give focused, in-depth help with pre-defined, clearly articulated, often site-specific problems. Effective training and technical assistance results in increased self-sufficiency within host governments and the private sector.

<u>Program Evaluation</u> is a systematic assessment of the results of program efforts to measure actual outcomes against the intended outcomes of the program; to discover achievement and results; to discover deviations from planned achievements; to judge the worth of the program; to identify unintended consequences; and to recommend expansion, contraction, elimination, modification of the program.

<u>Coalitions/Networks</u> involve a group of programs (e.g., prevention, treatment) united in a common cause (reduce drug abuse in a given country or region). The grouping can involve programs from one country (national coalition), several neighboring countries (regional), or many countries strategically located around the globe (international). The individual programs can be representative of

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the public and private sector. The coalition usually adopts a constitution and by-laws and elects officers on an annual basis. National level coalitions usually meet quarterly, while regional and international networks generally meet on an annual basis.

C.6 CONTRACTOR RESPONSIBILITIES

Following are major activities that the contractor shall provide on an ongoing basis within the program priorities established by INL in conjunction with overseas posts. The Contracting Officer's Representative (COR), Gregory Stanton, will provide policy guidelines to the contractor and technical direction on all project activities initiated under this contract.

Activities for all tasks to be performed in the base year will also be performed for four additional consecutive option years with the exception of task four (4) which is reserved until option year three (3). INL will identify additional activities for tasks one and four beginning in year three that will be performed throughout the life of the contract. The levels of option year funding depend on availability of funds appropriated by the Congress to INL on a yearly basis. Consequently, the amount for each option year can increase or decrease significantly from year to year.

REQUIREMENTS: The Following tasks will be carried out each year of the contract from base to option year four (4) with the exception of task four (4) which will not be activated until option year three (3):

TASK 1: General Preparation

a) International Demand Reduction Technical Support

This task will cover all direct costs related to the administration of this contract. The contractor shall become familiar with INL and the demand reduction staff. The contractor shall maintain sufficient staff to manage the day-to-day performance of the contract. The contractor shall meet with the Contracting Officer's Representative (COR) at least monthly to report on activities of the contract. The contractor shall meet with other individuals and groups as required to meet the reporting and documentation requirements of INL.

The contractor shall maintain a small cadre of pre-approved technical experts/consultants (approximately 10) who upon request of the COR will develop policy papers, special studies, and related documents to enhance the IDR field. The technical consultants should have expertise in the areas of substance abuse prevention, treatment, network building, and research/evaluation. Requests for approval for use of technical expert consultants shall be submitted to the COR prior to performing any activities.

The contractor shall develop a demand reduction implementation plan for the initial contract year. The plan will include proposed dates for each training or technical assistance activity conducted by the contractor or subcontractors, the foreign country where the activity will take place, the names of each member of the training or technical assistance team, and an estimated cost for each activity. The plan will also include proposed dates for three regional best practice conferences, two regional drug policy conferences, the foreign country where each meeting/conferences will take place, and an estimated cost for each event.

b) International Demand Reduction Web Site

Update and maintain the INL IDR program web site. The web site averages anywhere from 250,000 to 300,000 hits per month. Contractor will be responsible for updating the web site with drug prevention, education and treatment-related news, events, reports, alerts, curricula, best practices, presentations, guides, research, organizational information, and links to other demand reduction-related web sites, both domestic and foreign, government and non-government. Additional responsibilities include periodic review and overhaul of the web site to improve look, ease of use, and maximization of visitors. Contractor will also solicit articles/reports from INL and NAS-funded drug prevention and treatment programs worldwide. COR will provide a list of programs to contact.

c) International Drug Prevention Newsletter

Prepare six (6) issues per year of a newsletter, approximately 2,000 copies per issue, to keep international demand reduction experts and network members informed of developments in the substance abuse prevention field, both domestic and overseas. The general format, material to be covered, and distribution are to be developed by the Contractor through consultation with the COR. Final newsletter text will be approved by the COR or their designee. The length of the Newsletter is estimated at eight (8) to twelve (12) pages. Distribution is conducted by commercial mail to general recipients and diplomatic pouch to USG personnel at overseas posts.

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d) Needs Assessment Instrument Development

Contractor will design, construct, and administer a needs assessment questionnaire that measures training needs for drug prevention and treatment providers. Questionnaire should not exceed 100 items and should target core skills needed to reduce the onset of initial drug use (prevention) and core skills required to reduce drug abuse (treatment). Typical core skills include individual counseling techniques, group counseling techniques, family therapy, etc. For planning purposes, the needs assessment questionnaire should be initially administered at the three regional "best practice" conferences outlined in Task 3a (i.e., Thailand, Peru, and South Africa). As outlined in Task 3a below, Contractor should anticipate administering a questionnaire to 800-2,000 participants estimated to attend each conference. In addition, Contractor should perform requisite statistical analysis of data and provide reports to COR outlining training needs for the three regions outlined above.

TASK 2: Training and Technical Assistance

INL administers a training program designed to assist priority countries in developing self-sustaining demand reduction programs. This is accomplished through the provision of training courses in the areas of substance abuse education, prevention, public awareness, treatment, and after-care programs. Courses are provided to both community and correctional-based organizations, including private and government organizations.

a) Training and Technical Assistance Program Implementation

The Contractor shall establish and maintain a technical assistance and training program to provide technical assistance and training in one or more of the program areas targeted by INL. These areas include, but are not limited to, prevention, education, treatment, aftercare, network and coalition building, and violence prevention.

The Contractor can select sub-contractors to provide this assistance. When necessary, the contractor shall identify and provide the COR with CVs/resumes of sub-contractors and experts in the field who are available to provide technical assistance and training.

The Contractor shall identify and review curricula for all courses provided under this contract. The Contractor or its sub-contractor(s) shall develop training materials and mechanisms using advanced methodology and technology.

The Contractor shall provide technical assistance and training at overseas sites and/or at national, regional or international meetings and/or workshops designed to reduce or limit the cost of such technical assistance or training. The Contractor shall utilize a variety of methods to provide technical assistance and training, including Training of Trainers (TOT). The Contractor or sub-contractor(s) shall develop and utilize data collection instruments and procedures to evaluate the effectiveness of the technical assistance and training provided.

Following approval of the training/technical assistance deliver plan (see Task 1), the training program will be implemented. The training program will begin three months after contract award and will continue throughout the year. Training facilities and training aids will be US Government or host country furnished. Participants for these training programs will be selected by the US Embassy narcotics coordinator and/or host country.

For purposes of planning, assume twenty (20), 1-week technical assistance visits; sixty-eight (68) bilateral training courses ranging from 1-2 weeks for 40-60 students each; and eight (8) regional training courses ranging from 2-3 weeks for 40-60 students each. All training teams are limited to 3-4 trainers, while all technical assistance teams are limited to 1-2 expert advisers. Contractor is responsible for providing all relevant training materials (student manual, instructor manual, handouts, power-points, etc.). Training materials must be translated into the language of the country where assistance takes place. More detailed estimated requirements are outlined below:

Technical Assistance

• Twenty (20), 1-week visits to foreign country drug prevention/treatment programs to provide focused in-depth help with predefined site-specific problems identified by the COR. In addition, the Contractor may be called upon by the COR to provide expert speakers on various drug prevention/treatment topics for national, regional, or international conferences. For purposes of planning, assume 20 technical assistance visits as follows: Latin America (7), Africa (4), Southeast Asia (4), Southwest Asia (3), Eastern Europe (1), and Russia (1).

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Bilateral Training

- Six (6), 2-week courses for drug treatment programs on intervention methods for drug addicts with HIV/AIDS. For planning purposes, assume 6 training courses as follows: New Delhi, India (3) and Kunming, China (3). Each course is limited to 40-60 students.
- Twenty (20), 1-week courses on school-based drug prevention for 40-60 students per course. For planning purposes, assume 20 training courses as follows: Eastern Europe (6), South America (4), Central America (3), the Caribbean (3), Asia (2), and Russia (2). Exact locations (i.e., country/ city) will be provided by the COR.
- Twenty (20), 1-week courses on the creation of drug-free community coalitions for 40-60 students per course. For planning purposes, assume 4 training courses each as follows: Brazil (Sao Paulo), Colombia (Medellin), El Salvador (San Salvador), Peru (Lima), and Thailand (Bangkok).
- Fourteen (14), 1-week courses on drug policy and drug prevention "best practices" for 40-60 students per course. For planning purposes, assume 14 training courses as follows: South America (4), Central America (7), the Caribbean (2), and Mexico (1). Exact locations (i.e., country/city) will be provided by the COR.
- Eight (8), 2-week courses for 50 students per course on residential drug treatment methods. All courses will be conducted in
 Brazil and used by the Brazilian government to certify residential drug treatment providers. Training will take place at one of
 two INL sub-regional demand reduction training centers in Campinas, Brazil. Students will be identified by a local Brazilian
 NGO responsible for the training center. Contractor will be responsible for training team and student expenses. For planning
 purposes, contractor should use applicable USG per diem rates for training team members and a per diem rate of US\$ 15 per
 day for each student (this is the daily cost per student at the training center).

Regional Training

- Two (2), 3-week courses for 36 drug treatment providers from 6 African countries (Tanzania, Kenya, Nigeria, South Africa, Ivory Coast, Mozambique) on intervention methods for drug addicts with HIV/AIDS. All courses will be conducted at the INL sub-regional demand reduction training center in Caltanissetta, Sicily. Contractor will be responsible for training team and student expenses. African students will be identified by a local Italian NGO responsible for the training center. For planning purposes, Contractor should use applicable USG per diem rates for training team members and a per diem rate of US\$ 130 per day for each student (this is the daily cost per student at the training center).
- Two (2), 2-week courses for 50 drug treatment providers from 4 South American countries (Brazil, Argentina, Paraguay, Uruguay) on intervention methods for drug addicts with HIV/AIDS. All courses will be conducted at one of two INL subregional demand reduction training centers in Campinas, Brazil. Contractor will be responsible for training team and student expenses. Students will be identified as follows by a local Brazilian NGO responsible for the training center: 20 students from Brazil and 10 students each from Argentina, Paraguay and Uruguay. For planning purposes, contractor should use applicable USG per diem rates for training team members and a per diem rate of US\$ 40 per day for each student (this is the daily cost per student at the training center).
- Four (4), 2-week courses for 40 drug treatment providers from Southeast and Southwest Asian countries on intervention
 methods for amphetamine-type-stimulant abusers and intervention methods for drug addicts with HIV/AIDS. All courses
 will be conducted at the INL Law Enforcement Academy in Bangkok, Thailand. Contractor will only be responsible for
 training team member expenses and should use applicable USG per diem rates for computational purposes. A regional
 organization, the Colombo Plan, will be responsible for selection of students and their related expenses.

TASK 3: Coalition Building/Network Development

a) Support International and Regional Conferences

This task will cover logistical support for INL-sponsored international and regional demand reduction meetings throughout the world. The general task requirements are limited to providing logistical support to the conference local organizing committee (usually a host nation agency) and for the travel of selected resource persons identified by the COR.

The contractor shall provide the following support for the conferences:

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- · Contact the participants identified by the COR;
- Arrange for any special presentations identified by the COR;
- Develop travel plans and schedules;
- Make hotel accommodations in conjunction with the conference local organizing committee;
- Make travel arrangements including arranging and paying of airline tickets, sending written notification of travel itinerary
 and conference agenda/logistical information, providing amount of per diem and miscellaneous expenses, explaining
 procedures for obtaining reimbursement of expenses, and processing expense vouchers;
- Negotiate and implement, upon direction of the COR, a contract to obtain quality meeting space (in consultation with the local organizing committee), in addition to procuring necessary translation, interpretation, and other logistical support services;
- · Complete accounting requirements; and
- Process expense vouchers and participant reimbursement.

For purposes of planning, assume logistical support for three (3), 1-week regional conferences on drug prevention/treatment "best practices" per year for seven (7) selected resource persons each; one (1), 1-week regional conference on school-based drug prevention per year for fifty (50) foreign high-school student leaders; and two (2), 1-week regional conferences on drug abuse policy per year for twelve (12) selected resource persons each. More detailed estimated requirements are outlined below:

Regional "Best Practice" Conferences

• Three (3), 1-week regional conferences on drug prevention/treatment "best practices." Contractor will be responsible for organizing the conferences in coordination with a local NGO identified by the COR. Contractor will be responsible for all conference costs, including the travel of seven (7) U.S. resource persons to each conference. Additionally, Contractor will travel up to 50 foreign participants to each conference from the region where each conference will be held. U.S. resource persons will be experts in drug prevention/treatment and will be identified by Contractor and COR. Local conference organizing committee and COR will help identify the 50 foreign participants for each conference who will be financed by Contractor. For planning purposes, assume conferences will be held in South Africa, Thailand, and Peru. Conferences will be attended by 800-2,000 participants, most of them self-funded. Travel expenses include airfare, per diem, and miscellaneous expenses (including any applicable costs for visa fees, airport departure tax, etc.).

Regional School-based Drug Prevention Conference

One (1), 1-week regional conference in the United States on school-based drug prevention. Contractor will travel up to 50 foreign high-school student leaders to this conference, which will be identified jointly by Contractor and COR. Pertinent US embassies, host government agencies, regional organizations, and COR will identify the foreign student participants. Travel expenses include airfare, per diem, and miscellaneous expenses (including any applicable costs for visa fees, airport departure tax, etc.).

Regional Drug Policy Conferences

• Two (2), 1-week regional conferences on drug abuse policy. Contractor will be responsible for organizing the conferences in coordination with a local NGO identified by the COR. Contractor will be responsible for all conference costs, including travel of (12) selected international resource persons each per conference. For planning purposes, assume conferences in South America and Europe. Specific conference locations and resource persons will be identified jointly by Contractor and COR. Resource persons will come from the following regions: United States (4), Europe (4), and Latin America (4). Travel expenses of resource persons include airfare, per diem, and miscellaneous expenses (including any applicable costs for visa fees, airport departure tax, etc.). Contractor is not responsible for participants' costs. Conferences will be attended by 100-150 self-funded participants.

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TASK 4: RESERVED UNTIL OPTION YEAR THREE (3)

Research and Evaluation

a) Feasibility, Best Practice and Pilot Studies

The Contractor shall design, execute, and report results from feasibility, best practice, and pilot studies. A feasibility study is usually done to determine whether an organizational activity, a prevention service, etc. will work as intended. Feasibility studies are usually done on a small scale over a relatively brief period of time. A pilot study is usually done to determine whether the results of a feasibility study can be successfully replicated under a broader set of circumstances reflective of the intended range of applicability. A best practice study documents those elements of model programs that can be replicated in other settings and cultures.

Contractor shall identify the key components of the feasibility, best practice, or pilot study and will identify the units that will participate in the study. Contractor will develop a procedure by which units might be sampled. The Contractor shall invite units to participate in the study, arrange all logistics for the study, provide support to the units as the study is executed, and convene the sampled units as needed throughout the study. The Contractor shall collect both qualitative and quantitative information on unit performance in the study and prepare a report on the outcome of the study.

No feasibility, best practice, or pilot studies will be conducted during the initial contract year. The COR will identify such studies beginning the third year of the contract.

b) Evaluation Studies

Evaluation studies can be done at the project or program level, can be experimental or non-experimental in design, and can include a range of qualitative and quantitative information. The Contractor shall design and/or execute such evaluation studies. In some instances, evaluation studies will have short deadlines and limited resources so that careful attention will need to be devoted to selecting the most appropriate design and units for study.

The Contractor shall develop one or more preliminary evaluation designs, which will measure relevant aspects of program performance. The products of this subtask will include instruments, a data collection plan, and a data analysis plan. The Contractor shall elucidate the questions to be addressed by the evaluation study; design an evaluation study capable of successfully answering the questions posed; identify the key factors critical for its successful replication; invite participation in the study; arrange all logistics for the study; convene and conduct a technical support group; collect both qualitative and quantitative information; analyze resulting information, including the effectiveness of the knowledge transfer efforts; and prepare a report or other publication that summarizes the essential questions, design, results and discussion.

The Contractor shall assess current research on the program to be evaluated and develop and conduct process and outcome assessments (e.g., effectiveness) of programs. The Contractor shall meet with the COR and program staff to obtain background information on the program to be evaluated, review these materials, conduct interviews with program staff, review data on program operations, develop or revise data collection instruments, collect quantitative and qualitative data and information, prepare a draft report for the COR, incorporate the COR's comments in a final report, and brief program staff on the results.

When necessary for tasks that involve the evaluation of program effectiveness, the Contractor shall prepare a concept paper that discusses and clarifies program design and objectives, evaluation questions or hypotheses, dependent and outcome variables, and comparisons.

No evaluation studies will be conducted during the initial contract year. The COR will identify such studies beginning the third year of the contract.

TASK 5: Contractor Reporting Requirements

a) Monthly Progress Report

Three copies of a letter-type quarterly progress report shall be delivered to the COR and Contracting Officer on or before the 15th of the month following the quarter being reported. Each report will contain statements covering contract activities including:

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- (1) A clear and concise statement of work performed on each task and sub-task;
- (2) A description of any problem encountered or anticipated that will affect completion of contract activity within the timeframe originally approved; and
- (3) Make recommendations to resolve any problems encountered.

b) Cost and Resource Utilization Report

Three copies of a letter-type quarterly cost and resource utilization progress report shall be delivered to the Contract Administrator and COR on or before the 15th of the month following the quarter being reported. Each report will contain concise statements covering cost and resource utilization, including:

- (1) A chart showing current and cumulative expenditures by task and sub-task versus planned expenditures;
- (2) A tabulation of the planned, actual, and cumulative person-hours expended by project personnel;
- (3) An estimate of the cost for completing each task at the end of the contract year; and
- (4) A discussion of possible cost over-runs or under-runs and an explanation for such.

C.7 PERFORMANCE

The Government requires complete and satisfactory performance in accordance with the requirements of this contract. The Contractor is required to complete performance of each task identified in the SOW. The Contractor's performance will be evaluated by the COR according to the below three categories in accordance with Exhibits 1, 2, and 3 in Section J:

- 1. ABOVE ACCEPTABLE PERFORMANCE: A level of performance which exceeds the minimum standards of performance as set forth in Exhibits 1, 2, and 3 in Section J.
- 2. ACCEPTABLE PERFORMANCE: An acceptable level of performance which meets the minimum standards of performance as set forth in Exhibits 1, 2, and 3 in Section J.
- 3. UNACCEPTABLE PERFORMANCE: A level of performance which is not acceptable and which fails to meet the minimum standards of performance as set forth in Exhibits 1, 2, and 3 Section J.

C.8 TRAVEL

- a) All officially directed travel, per diem, and associated expenses required as a result of work performed to meet the requirements under this contract shall be carried out in accordance with Government travel regulations. Travel must be authorized by the COR prior to any travel. No profit is allowed on travel expenses.
- b) The Contractor shall adhere to the travel guidelines at FAR 31.205-46, specifically,
 - (1) Domestic Travel: Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States; and
 - (2) International Travel: Standard Regulations (Government Civilians, Foreign Areas), Section 925, Maximum Travel Per Diem Allowances for Foreign Areas, prescribed by the Department of State.

Both documents may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

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SECTION D -- PACKAGING AND MARKING

D.1 MARKING OF REPORTS (05/95)

MAY 1995

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and Business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office (s).

D.2 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

MAY 1995

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D.3 PACKING LIST (S) (05/95)

MAY 1995

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

D.4 WARRANTY NOTIFICATION (05/95)

MAY 1995

In accordance with FAR 46.706 (b) (5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-15	Certificate of Conformance	April 1984

E.2

INSPECTION AND ACCEPTANCE - DATA (05/95)

MAY 1995

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List (s).

E.3

INSPECTION AND ACCEPTANCE - SERVICES (05/95)

MAY 1995

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

http://www.statebuy.state.gov/dosar/dosartoc.htm

Clause	Title	Date	
52.211-11 Liquidated DamagesSupplies, Services, or Research and Development		September 2000	
52.242-15	Stop-Work Order	August 1989	
52.242-17			
52.247-34	November 1991		
52.247-55	June 2003		

F.2 PERIOD OF PERFORMANCE

This contract shall be effective on the date of the contracting officer's signature, and shall remain in effect for each Option year thereafter upon option approval by the contracting office. The planned performance period of this contract will be from February 1, 2007 to January 31, 2008 with four 12-month options.

F.3 52.211-08 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

All future delivery schedules for option years will be included when option years are exercised:

Item Number	Description	Due Dates	Number of Copies
TASK 01 G	ENERAL PREPARATION		
a)	Demand Reduction Implementation Plan	30 Days ARO	1
b)	Demand Reduction Website	30 Days ARO Quarterly	
c)	Drug Prevention Newsletter	30 Days ARO Quarterly	5
d)	Needs Assessment Instrument	07/01/07	3

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Item Number	Descri	ption	Due Dates	Number of Copies		
TASK 02 <u>TR</u>	AINING &	& TECH. ASSISTANCE				
a)		ng/Tech. Assistance mentation	30 Days ARO			
TASK 03 <u>CC</u>	ALITION	BUILDING				
a)		ale 3 Regional "Best e" Conferences	30 Days ARO			
b)		lle 1 Regional Drug tion Conference	30 Days ARO		v	
c)		lle 1 Regional Drug Conference	30 Days ARO			
TASK 04 <u>RE</u>	SEARCH	& EVALUATION				
a)	Feasibi	lity/Best Practice/				

a) Feasibility/Best Practice/ Pilot Studies

As required

b) Evaluation Studies

As required

TASK 05 CONTRACTOR REPORTING REQUIREMENTS

a) Monthly Progress Report

15th Calendar Day

each month

3

b) Cost and Resource Utilization Report 15th Calendar Day

each month

3

F.4

PLACE OF DELIVERY (05/95)

MAY 1995

U.S. Department of State (INL/C/CJ) Attn: Greg R. Stanton 1800 G Street N.W. #2107 Washington, DC 20223 United States

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1

ORDERING PROCEDURES (11/96)

NOVEMBER 1996

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery order or task orders hereunder:

Department of State Contracting Officer A/LM/AQM/U.S. Department of State Contracting Officers (Only), 1701 N. Ft. Meyer Drive Bldg: SA-6 Arlington, VA 22209

- (b) Orders placed under this contract shall contain the following information:
- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packing, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Security clearance level (s), applicable to the order, if any; and
- (9) Any other pertinent information.
- (c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

G.2

CONTRACT ADMINISTRATIVE DATA (05/95)

MAY 1995

Contracting Officer:

VINCE J. CHAVERINI

703-875-6645

Contract Administrator:

VINCENT J. SANCHEZ

Telephone Number: 703-875-6629 Facsimile Number: 703-875-6006

First Class Mailing:

U.S. Department of State

Office of Acquisition Management P.O. Box 9115, Rosslyn Station Arlington, Virginia 22219

Courier or Hand Delivery:

U.S. Department of State

Office of Acquisition Management

2ND FLOOR

1701 N. Ft. Myer Drive Arlington, Virginia 22209 (Visitor's entrance via 17th Street)

Contracting Officer's

Representative (COR):

GREG STANTON

Telephone Number: 202-312-9693 Facsimile Number: 202-312-9722

U.S. Department of State

(INL/C/CJ)

Attn: Greg R. Stanton 1800 G Street N.W. #2107

Washington, DC 20223 United States

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G.3 DOSAR CONTRACTING OFFICER'S REPRESENTATIVE 652.242-70

AUGUST 1999

- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR is Mr. Greg R. Stanton, INL/C/CJ. Invoices for services will be billed monthly. The invoice shall be delivered to the Contracting Officer's Representative within the first five working days of the month (See Section G).

G.4 PURCHASE CARD ORDERS (05/95)

MAY 1995

(a) Definitions. "Purchase Card," as used in this clause, means the Government-wide commercial credit card currently identified as International Merchant Purchase Authorization Card (IMPAC). This is the only credit card authorized to be used for placement and payment of oral delivery orders under this contract.

"Purchase Card Order," as used in this clause, means an oral delivery order placed under this contract using a Purchase Card.

"Cardholder," as used in this clause, mean a Federal employee to whom a Purchase Card has been issued.

- (b) Purchase Card Orders in the amount of \$2,500 or less may be placed by Department of State Cardholders for the supplies or services stated in SECTION C of this contract at the prices specified in SECTION B. Purchase Card Orders may be comprised of multiple items however, the total amount of each Purchase Card Order shall not exceed \$2,500. All Purchase Card Orders must have prior written approval by the designated Contracting Officer's Representative (COR). Requirements may not be split in order to remain under the established Purchase Card threshold of \$2,500 per order.
- (c) Notwithstanding FAR 52.216-19 "DELIVERY ORDER LIMITATIONS," the Contractor shall honor Purchase Card Orders if the aggregate amount of the transaction is \$2,500 or less and the supplies or services requested have been approved in writing by the COR.
- (d) Payment for Purchase Card Orders will be processed by:

Citibank Government Card Services P.O. Box 6575 The Lakes, NV 88901-6575

(e) The Contractor shall not process a transaction for payment until the purchase supplies have been shipped or services performed. Unless the Cardholder requests correction or replacement of a directive or faulty item in accordance with order contract requirements, the Contractor shall

immediately credit a Cardholder's account for items returned as defective or faulty.

- (f) In addition to the packing and marking requirements stated in SECTION D of this contract, the Contractor shall provide the following on the packing list or shipping document:
- (1) The Cardholder's name, office symbol, and telephone number; and
- (2) The term "IMPAC Purchase Card" (DO NOT WRITE the Purchase Card ACCOUNT NUMBER).
- (g) The Contractor shall submit a quarterly report of Purchase Card Orders to the Contracting Officer. The report at a minimum shall include: requiring office's symbol, name of cardholder, date of order, description of supplies or services, and the total dollar amount of the transaction.

NOTE: Purchase cards may not be used to order professional services.

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G.5 REQUESTS FOR PAYMENT BY ELECTRONIC FUNDS TRANSFER (12/97)

DECEMBER 1997

If the Contractor desires payment under this contract to be made by electronic funds transfer, the Contractor shall complete the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," in accordance with FAR 52.232-33 "MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT." The completed form may be faxed to (843) 746-0725 or mailed to:

U.S. Department of State Global Financial Operations (RM/GFS/F) Office of Claims (F/C) Charleston Financial Service Center Post Office Box 15008 Charleston, SC 29415-5008

Vendors are encouraged to use the fax server option in lieu of hard copy mailing. The toll-free Cyber Data fax server number is 1-866-843-3436.

Point of Contact: If you have questions, please contact the RM/GFS Charleston Commercial Claims Customer Service Desk, 843-202-3891 (2-3891) or e-mail Commercial Claims@state.gov fax line is 843-746-0725 (6-0725).

G.6 TASK ORDERS (11/96)

NOVEMBER 1996

- (a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR) and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.
- (b) Each Task Order Request shall include, at a minimum:
 - (1) A description of the work to be performed;
 - (2) Reporting, briefings, and/or other deliverable requirements; and
 - (3) The estimated period of performance or required completion date.
- (c) The Contractor shall, within ten working days of the receipt of a Task Order Request, submit to the COR a written technical proposal and a separate detailed cost proposal. A cost proposal shall include the following, as applicable:
 - (1) The required number of labor hours by labor classification and labor rates;
 - (2) Overtime hours and rates by labor category;
 - (3) Direct material, travel, subsistence, and similar costs;
 - (4) Dollar amount and type of any proposed subcontract(s);
 - (5) Total estimated price; and,
 - (6) Proposed completion or delivery dates.
- (d) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer. Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.
- (e) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Task Order amount.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR COMMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal and to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.2 INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)," the contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the contractor shall certify to the contracting officer, in writing, that at least the kinds and minimum amounts of insurance required below have been obtained.

- (a) Workers' Compensation and Employer's Liability—The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensated under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) <u>General Liability</u>--The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000 per occurrence.
- Automobile Liability—The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) <u>Aircraft Public and Passenger Liability</u>--When aircraft are used in connection with performing the contract, the contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) <u>Vessel Liability</u>--When contract performance involves use of vessels, the contractor shall provide vessel collision liability and protection and indemnity liability insurance.

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
- (b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or

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proposes to take to avoid or mitigate the actual or potential conflict.

- (c) If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default.
- (d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.4 STANDARDS OF WORK

The contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to the highest professional standards.

It is further understood and agreed that the contractor shall in the performance of work hereunder comply with the requirement of Federal and State laws, rules and regulations in effect or issued during the period of this contract.

H.5 SMOKE FREE WORKPLACE NOTICE

- (a) The Department of State has been designated a smoke-free workplace.
- (b) Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.
- (c) Applicability. The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.
- (d) Policy. It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

H.6 TECHNICAL DIRECTIONS

- (a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the contracting officer's representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:
 - (1) Directions to the contractor that suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the contractor's accomplishment of the statement of work.
 - (2) Guidance to the contractor that assists in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the contractor shall notify the contracting officer in writing within ten working days after the receipt of any such instruction. The contractor shall not proceed with the work affected by the technical instruction unless and until the contractor is notified by the contracting officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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H.7 REMOVAL FROM DUTY

The Department of State may direct the contractor to remove any employee immediately from the worksite(s) should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

Falsification or unlawful concealment, removal, mutilation or destruction of any official document or records, or concealment of material facts by willful omissions from official documents or records.

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities that interfere with the normal and efficient operations of the Government.

Theft, vandalism, immoral conduct, or any other criminal actions.

Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.

Improper use of official authority or credentials.

Unauthorized use of communications equipment or Government property. Violations of security procedures or regulations.

The contracting officer, based on information from the contracting officer's representative will make the determinations regarding the removal of any employee from worksite(s). Specific reasons for removal will be provided to the contractor in writing.

The contractor at no additional expense to the Government shall replace the individual(s) with the required expertise to perform the services under the contract. If the contractor is unable to replace the individual(s) with the required expertise the Government may contract to a firm that meets the Government's requirement and invoice the defaulting contractor.

H.8 CONTRACTOR GENERATED MATERIAL

All material generated by the contractor under this contract, including printouts and analytical reports in whatever form, e.g. computer tapes, audio, video, is the property of the Government. An inventory list of all such material shall be provided to the Government not less than sixty days prior to the end of the contract. The material shall be delivered to the Government upon completion of the contract except for any items of material that the Government has elected in writing not to take delivery. Contractor generated material of any kind shall not be made available or sold to any requesting Government or private activity without the prior written approval of the contracting officer. "Material" for purposes of this clause shall not be deemed to include contractor's business and financial records, such as timesheets, payroll records, and internal memoranda that does not contain classified, proprietary or otherwise sensitive information obtained during contract performance.

H.9 COMPANY'S POINT OF CONTACT

- (a) The Contractor shall provide to the COR a list of company personnel and telephone numbers to contact during regular business hours and after business hours.
- (b) The Contractor shall provide a way for the COR and to contact crews making deliveries during regular business hours.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

http://www.statebuy.state.gov/dosar/dosartoc.htm

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	September 2005
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.215-02	Audit and RecordsNegotiation	June 1999
52.217-08	Option To Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations On Subcontracting	December 1996
52.219-27	Notice of Total Service Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.222-03	Convict Labor	June 2003
52.222-26		
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	
52.222-36	.222-36 Affirmative Action For Workers with Disabilities	
52.222-37		
52.222-41	Service Contract Act Of 1965, As Amended	July 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)	February 2006
52.227-02	Notice And Assistance Regarding Patent And Copy Infringement	August 1996
52.229-04	Federal, State And Local Taxes (State and Local Adjustments)	April 2003
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-28	Invitation to Propose Performance-Based Payments	March 2000
52.233-01	Disputes	July 2002

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52.233-03	Protest After Award	August 1996
52.237-03	Continuity Of Services J	
52.242-13	Bankruptcy	July 1995
52.243-01	ChangesFixed Price	August 1987
52.244-05	Competition In Subcontracting	December 1996
52.246-23		
50.045.05		February 1997 February 1997
52.249-01	The state of the s	
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.219-27 NOTICE OF TOTAL SERVICE -DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE

MAY 2004

- (a) Definition. "Service-disabled veteran-owned small business concern"—
 - (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
 - (b) General.
- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
 - (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
 - (d) A joint venture may be considered a service-disabled veteran owned small business concern if-
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
 - (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
 - (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

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I.3 52.204-01 APPROVAL OF CONTRACT

DECEMBER 1989

This contract is subject to the written approval of a Department of State Contracting Officer and shall not be binding until so approved.

- I.4 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR OCTOBER 1997 INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--
- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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	(2) As soon as practicable Certificate of Current Cos	after agreement on price, t t or Pricing Data, as prescr	but before award (except for unpriced actions), the Contractor shallbed by FAR 15.406-2.	ıll submit a	
	1.5 52.244-02 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) AUGUST 1998				
	(a) Definitions. As used in	this clause			
	"Approved purchasing sys accordance with Part 44 of	tem" means a Contractor's fthe Federal Acquisition R	purchasing system that has been reviewed and approved in legulation (FAR).		
	"Consent to subcontract" n subcontract.	neans the Contracting Offic	cer's written consent for the Contractor to enter into a particular		
	"Subcontract" means any c supplies or services for per purchase orders, and change	formance of the prime con	Subpart 2.1, entered into by a subcontractor to furnish atract or a subcontract. It includes, but is not limited to, urchase orders.		
	(b) This clause does not ap FAR 52.245-18, Special To	ply to subcontracts for spe est Equipment.	ecial test equipment when the contract contains the clause at		
	(c) When this clause is including contract actions (including with paragraph (d) or (e) or	unpriced modifications or	contract, consent to subcontract is required only on unpriced unpriced delivery orders), and only if required in accordance		
	(d) If the Contractor does r subcontract that	not have an approved purch	nasing system, consent to subcontract is required for any		
	(1) Is of the cost-reimburse	ment, time-and-materials,	or labor-hour type; or		
	(2) Is fixed-price and excee	eds			
	(i) For a contract awarded l Administration, the greater contract; or	by the Department of Defer of the simplified acquisition	nse, the Coast Guard, or the National Aeronautics and Space on threshold or 5 percent of the total estimated cost of the		
	(ii) For a contract awarded Administration, either the s	by a civilian agency other implified acquisition thres	than the Coast Guard and the National Aeronautics and Space hold or 5 percent of the total estimated cost of the contract.		
	(e) If the Contractor has an Officer's written consent be	approved purchasing syste fore placing the following	em, the Contractor nevertheless shall obtain the Contracting subcontracts:		
			1		

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- (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.

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- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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I.6 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT

APRIL 2004

As prescribed in 616.506-70, insert the following clause:

ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, Order for Supplies or Services , and Optional Form 348, Order for Supplies or Services Schedule Continuation ; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

I.7 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE

APRIL 2004

As prescribed in 637.110(c), insert the following clause:

OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

I.8 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN

As prescribed in 606.570, insert the following provision:

COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

I.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL

As prescribed in 625.7002(a), insert the following provision:

ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

"Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

I.10 652.225-71 SECTION 8(A) OF THE EXPORT ADMIN ACT OF 1979 AS AMENDED

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As prescribed in 625.7002(b), insert the following clause:

SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person:
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:
- (1) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

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(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.11 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

(End of clause)

I.12 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

FEBRUARY 2006

- (a) Definitions. As used in this clause-
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. (End of clause)

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SECTION J – LIST	OF ATTACHMENTS	
J.1	LIST OF ATTACHMENTS	
TITLE		NO. OF PAGES
EXHIBIT 1 –	PERFORMANCE REQUIREMENTS SUMMARY	7
EXHIBIT 2 –	QUALITY ASSURANCE MONITORING FORM	1
EXHIBIT 3 –	QUALITY ASSURANCE SURVEILLANCE PLAN	N 3
EXHIBIT 4 –	SUBCONTRACTING PERCENTAGE WORKSHE	ET 2
EXHIBIT 5 –	SAMPLE SUBCONTRACTING PLAN	7
EXHIBIT 6 –	LABOR CATEGORY DESCRIPTIONS	1

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

http://www.statebuy.state.gov/dosar/dosartoc.htm

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	September 2005
52.204-07	Central Contractor Registration	October 2003
52.204-08	Annual Representations and Certifications	January 2006
52.222-21	Certification of Non-segregated Facilities	February 1999
52.230-01	Cost Accounting Standards Notices and Certification	June 2000

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APRIL 1985

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

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- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
[] TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);

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[] Government entity (Fed	leral, State, or local);		
[] Foreign government;			
[] International organizati	on per 26 CFR 1.6049-	4;	
[] Other			
(f) Common parent.			
[] Offeror is not owned or provision.	controlled by a comme	on parent as defined in paragraph (a) of this	
[] Name and TIN of comm	non parent:		
Name	<u>, '</u>		
TIN			
K.4 52.204-08	ANNUAL REPRES	SENTATIONS AND CERTIFICATIONS	JANUARY 2006
(a)(1) The North American	Industry Classification	1 System (NAICS) code for this acquisition is 54161	1.
(2) The small business size	standard is 6.5 million	L ·	
		which submits an offer in its own name, other than ownich it did not itself manufacture, is 500 employees	
(b)(1) If the clause at 52.20 provision applies.	4-7, Central Contracto	r Registration, is included in this solicitation, paragra	aph (c) of this
ORCA electronically, the orepresentations and certific boxes: [](i) Paragraph(c) applies	offeror may choose to use ations in the solicitation.	solicitation, and the offeror is currently registered in use paragraph (c) of this provision instead of completen. The offeror shall indicate which option applies by or has completed the individual representations and co	ing the corresponding individua checking one of the following
Certifications Application verifies by submission of the updated within the last 12 is standard applicable to the 1 reference (see FAR 4.1201	(ORCA) website at http ne offer that the represe months, are current, acc NAICS code referenced); except for the change representation(s) and/o	tations and certifications electronically via the Onlin o://orca.bpn.gov. After reviewing the ORCA database entations and certifications currently posted electronic curate, complete, and applicable to this solicitation (i. If for this solicitation), as of the date of this offer and es identified below [offeror to insert changes, identified or certification(s) are also incorporated in this offer a	e information, the offeror cally have been entered or ncluding the business size are incorporated in this offer by ying change by clause number,
FAR CLAUSE #	TITLE DAT	CHANGE CHANGE	

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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K.5 52.209-05 CERTIFIC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-06 PLACE OF PERFORMANCE

OCTOBER 1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _ intends, _ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks ``intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner

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(Street Address, City, and Operator of the Plant	t	
State, County, Zip Code) or Facility if Other tha	an Offeror	or Respondent

K.7 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS

MAY 2004

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
- (2) The small business size standard is 6.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
 ________.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern-
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR OCTOBER 2000 THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.
- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
50 or fewer	\$1 million or less
51 - 100	\$1,000,001 - \$2 million

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101 250 60		Demand Reduction Support Services	
	2,000,001 - \$3.5 million		
251 - 500\$3			
501 - 750\$5			
751 - 1,000\$1			
Over 1,000 O			
K.9 52.222-22 I	PREVIOUS CONTRAC	CTS AND COMPLIANCE REPORTS FEBRU.	ARY 1999
The offeror represents that	//		
(a) It [] has, [] has not p solicitation;	articipated in a previous cor	ntract or subcontract subject to the Equal Opportunity clause o	f this
(b) It [] has [] has not f	iled all required compliance	reports; and	
(c) Representations indicat subcontract awards.	ing submission of required of	compliance reports, signed by proposed subcontractors, will be	e obtained before
K.10 52.222-25	AFFIRMATIVE ACTION	ON COMPLIANCE APRIL	1984
establishment, affirmative	action programs required by	has on file, [] has not developed and does not have on file, a the rules and regulations of the Secretary of Labor (41 CFR 6 written affirmative action programs requirement of the rules are	60-1 and 60-2), or
	REPRESENTATION C RESTRICTED COMPU	OF LIMITED RIGHTS DATA AND MAY 19 UTER SOFTWARE)99
for data (as defined in FAR the Additional Data Requir contract will be subject to to clause, a Contractor may w form, fit, and function data limited rights data or restrict	27.401). Any resulting con- rements clause at 52.227-16 the Rights in Data-General contribution delivery data to in lieu thereof. The latter claused computer software, man	d if a contract award results, and the Government's known delictract may also provide the Government the option to order add of the FAR, if included in the contract. Any data delivered unclause at 52.227-14 that is to be included in this contract. Under that qualify as limited rights data or restricted computer softwat ause also may be used with its Alternates II and/or III to obtain the with limited rights or restricted rights notices, as appropriate Government the right to inspect such data at the Contractor's factorized rights notices.	ditional data under der the resulting er the latter are, and deliver in delivery of iate. In addition,
Rights in Data-General, the rights data or restricted cor restricted computer softwar	e offeror shall complete para inputer software, or identify, re. Any identification of lim	include Alternate II or Alternate III in the clause at 52.227-14 agraph (c) of this provision to either state that none of the data to the extent feasible, which of the data qualifies as limited righted rights data or restricted computer software in the offeror's act be awarded to the offeror.	qualify as limited ghts data or
(c) The offeror has reviewe	ed the requirements for the d	elivery of data or software and states [offeror check appropria	te block] -
[] None of the data propos	sed for fulfilling such requir	ements qualifies as limited rights data or restricted computer s	oftware.
[] Data proposed for fulfil identified as follows:	ling such requirements qual	ify as limited rights data or restricted computer software and a	ire
	:		

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-	-		7 2
NOTE: "Limited r	ights data" and "Restricted comput	er software" are defined in the contract clause en	ntitled "Rights in Data-General."
K.12	CERTIFICATION	* # 1	
I hereby certify tha	t the responses to the above represe	ntations, certifications, and other statements are ac	ocurate and complete.
Signature:			
Typed Name:			
Title:			
Date:			
K.13 52.203-		ESCISSION, AND RECOVERY OF AL OR IMPROPER ACTIVITY	JANUARY 1997
(a), (b), (c), or (d) (of Section 27 of the Office of Fede	tractor or a person has engaged in conduct constitution and Procurement Policy Act (41 U.S.C. 423) (the for Fiscal Year 1996 (Pub. L. 104-106), the Government	Act), as amended by section

Document Title

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

Document No.

SAOMPD07R0020

(2) Rescind the contract with respect to which--

Solicitation

- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

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- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;

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- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

K.15

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE (02/96)

FEBRUARY 1996

- (a) The Offeror certifies, to the best of its knowledge and belief, that it 'is, 'is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As
- used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.
- (b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may
 - (1) impose appropriate conditions which avoid such conflict,
 - (2) disqualify the Offeror, or
- (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract.
- (d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

http://www.statebuy.state.gov/dosar/dosartoc.htm

Clause	Clause Title	
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.214-34	Submission of Offers in the English Language	April 1991
52.214-35	Submission of Offers in U.S. Currency	April 1991
52.215-01	Instructions to OfferorsCompetitive Acquisition	January 2004
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	October 1997

L.2 52.233-02 SERVICE OF PROTEST

AUGUST 1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the U.S. Department of State, Office of Acquisition Management, P.O. Box 9115 Rosslyn Station, Arlington, VA 22219. The hand-delivery address is U.S. Department of State, Office of Acquisition Management, Room 200, 1701 N. Ft. Myer Drive, Arlington, VA 22209.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 SET-ASIDE / SIZE STANDARD INFORMATION

This solicitation includes the following set-aside and/or size standard criteria:

- (a) Percent of set-aside is 100%.
- (b) Type is a Service-Disabled Veteran-Owned Small Business.
- (c) North American Standard Industrial Classification NAICS: 541611
- (d) Size Standard is \$6.5 Million

Base and each Option Period - A fully executed Proposal Cover Sheet covering the base and each optional period shall be submitted.

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L.4 QUESTIONS CONCERNING SOLICITATION

(a) Prospective offerors should submit any questions regarding this solicitation in writing to the Contracting Officer. Questions should be received by close business [5] calendar days after issuance of this solicitation to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of proposals. Questions should be sent via e-mail to the attention of Vincent J. Sanchez at Sanchezvi@state.gov or addressed to:

U.S. Department of State A/LM/AQM 2nd Floor, 1701 N. Ft. Myer Drive Arlington, VA 22209 Attn: [Mr. Vincent J. Sanchez]

L.5 COMMUNICATION CONCERNING SOLICITATION

Only the individual shown in Block 10 of the Standard Form 33, "Solicitation, Offer and Award," or the Contracting Officer, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

L.6 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

The proposal shall be accompanied by a letter of transmittal prepared the company's letterhead stationary. The letter of transmittal shall identify all enclosures being transmitted. Proposals shall be signed by an official authorized to bind the Offeror, and shall set forth full, accurate and complete information as required by the solicitation.

The proposal shall be in two volumes or two easily separated segments. Volume I shall include the technical proposal, to include the Quality Assurance/Quality Control Plan, Past Performance/ Corporate Experience and Sub-Contracting Plans; Volume II shall include the cost/price proposal and Section K.

Submit an original plus two copies of each volume of the proposal to the address specified in Section G.2. One (1) electronic version of the vendor's proposal shall also be submitted; separate cost/price proposal from the technical proposal to <u>Sanchezvi@state.gov</u>.

L.7 PROPOSAL EVALUATION

The Government may require additional cost and/or price breakdown and request other than cost or pricing data to support the prices in Section B.3 in order to determine that the negotiated cost or price is fair and reasonable.

L.8 TECHNICAL PROPOSAL

The technical proposal shall not contain any cost or pricing information. It shall be specific and complete and demonstrate a thorough understanding of the requirements; demonstrates the corporate and proposed staffing qualifications for performing and controlling work quality; and contain logical and effective methods for receiving, managing and performing the work. The technical proposal shall cover the following topics:

- a) Technical Approach/Management Approach;
- b) Quality Assurance/Quality Control Plan;
- c) Past Performance and Corporate Experience
- d) Sub-Contracting Plan.

L.9 COST / PRICE PROPOSAL

The cost proposal shall consist of the following:

a) Standard Form 33, Solicitation, Offer and Award. Complete Blocks 15A, 15B, 15C, 16, and sign Block 17.

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- b) Section B, pages 3 through 5, provides estimated totals for the base and all option years.
- c) Section K, Representations and Certifications. The signature block at the end of Section K must be signed by an official of the company, so authorized to sign.

The price proposal shall include the following:

- Completed pages for pricing for all of Section B. The offeror shall fill in the blank lines as appropriate, and provide a detailed breakdown of cost to show how loaded rates were determined, i.e., G&A, Overhead, Other Direct Cost, and profit. Also provide the dollar amounts for each line item therein and complete totals for each option year and the Grand Total for base year and all option years.
- 2. The Government reserves the right to require certified cost and pricing data.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

L.10

AMENDMENT TO PROPOSAL (05/95)

MAY 1995

Changes to the proposal by the Offeror shall be shown on amended pages. Changes from the original page shall be indicated by a vertical line adjacent to the change, on the outside margin of the page. The date of the amendment should be shown on the lower right corner of this page.

L.11

USE OF NON-GOVERNMENT EVALUATORS (05/95)

MAY 1995

(a) Contractor support services may be used to assist the Government in performing technical and/or cost evaluations of offeror's proposals. Support contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable

them to provide advice on specialized matters or on particular problems. Support contractors may participate as voting or non-noting members of a source evaluation board and participate as technical advisors to a source selection board. However, in no event shall support contractors participate as voting members of nay source selection board.

(b) The offeror shall include the following notice as a cover page to its proposal:

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in Section 615.413-2 (f) of the Department of State Acquisition Regulation (48 CFR Chapter 6).

L.12 RE

RESUMES (02/96)

FEBRUARY 1996

- (a) The Offeror shall submit resumes for individuals that it reasonably expects to perform on the contract and shall notify the Contracting Officer as soon as possible if a proposed individual is no longer available.
- (b) Resumes should clearly demonstrate the degree of significant experience as it relates to the position qualification stated in this solicitation. Significant experience is that specialized experience which includes direct involvement, was of sufficient duration to achieve a continuing expertise, and was of a level of responsibility appropriate to verify employment commitments. Resumes shall contain a signed statement that the individual grants permission for his/her resume to be submitted for consideration under Solicitation [SAQMPD07R0020]
- (c) If resumes are provided for individuals not presently in your employ, your employment agreements with those individuals shall be provided with your proposal. Employment agreements must contain specific salary quotations (not salary ranges), and shall be signed within thirty days prior to the date for submission of proposals.
- (d) If best and final offers are requested, the Offeror shall identify any changes to personnel for whom resumes were submitted.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://acquisition.gov/far/index.html

http://www.statebuy.state.gov/dosar/dosartoc.htm

Clause	Title	Date
52.217-04	Evaluation Of Options Exercised At The Time Of Contract Award	June 1988
52.217-05	Evaluation Of Options	July 1990
52.232-15	Progress Payments Not Included	April 1984

M.2 BASIS FOR AWARD

The Government intends to evaluate offers and award without discussions. Therefore, the initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if later determined necessary by the Contracting Officer. The Government may reject any or all offers if such action is in the public's interest, and waive informalities and minor irregularities in offers received. Discussions, if held, may take the form of written questions, as well as oral presentations.

This RFP does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. The RFP does not commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

M.3 EVALUATION FACTORS FOR CONTRACT AWARD

1. General

The evaluation will be based on the demonstrated capabilities of the Contractor in relation to the needs of the project as set forth in the Statement of Work. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements listed in the Statement of Work. The Contractor must submit information in sufficient detail so that the Government can evaluate their proposal based on the four (4) technical criteria listed below. Listed on the following pages are the technical evaluation criteria. These criteria will be used by the technical evaluation committee to evaluate the technical proposal. The criteria listed are cited in the order of relative importance with weights assigned for evaluation purposes.

2. Price Evaluation Criteria

Technical capabilities are considered to be significantly more important than price for this requirement. The Government will award a contract only to an offeror whose technical proposal establishes that it can meet the needs of Government. The proposed price or cost must be considered reasonable and must reflect the proposed technical approach. The Government will evaluate proposals first from a technical standpoint without regard to proposed prices. The government may award a contract to the other than the lowest priced offeror. If two or more offers are considered technically equivalent, price or cost may become the primary importance in determining the proposal most advantageous to the government.

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3. Technical Evaluation Criteria

The Contractor's proposal will be evaluated on the likelihood of meeting the Government's goals and objectives as set forth in the Statement of Work. These goals and objectives are summarized below:

The goal of the International Demand Reduction (IDR) program is to enhance foreign political determination to combat illegal drug abuse and convince governments to dedicate sufficient resources to effectively fight this problem.

The objectives of the IDR program are:

- Develop foreign country readiness and ability to apply "best practices" and new prevention/treatment technologies that are scientifically sound and effective at national and community levels;
- Develop regional-level capabilities for better dissemination and utilization of "best practices" and scientific knowledge about effective prevention and treatment technologies;
- Educate the international community about U.S. policies, programs, and successes in combating drug use;
- Develop multilateral alliances to build public support and political will to combat drug trafficking and abuse, develop support for U.S. foreign anti-drug policies/initiatives, and improve America's image overseas; and
- Utilize accomplishments in the international program to benefit both U.S. and foreign demand reduction services.

The evaluation will be based on the Contractor's technical and administrative capabilities in relation to project needs and to reasonableness of costs shown of work to be performed. The following criteria and assigned weightings will be applied in evaluating the Contractor's technical proposal.

A. Personnel/Technical Expertise (30 Points)

The Contractor's proposal will be evaluated on personnel requirements combined with technical expertise showing adequate staff time in position and correct personnel classifications (professional and technical) of staff and specific task related expertise. The proposal must demonstrate personnel experience that demonstrates soundness, practicality, and feasibility of (a) the technical approach for accomplishing Statement of Work requirements by discussing steps proposed to accomplish each task, and (b) discussion of anticipated major difficulties, problem areas, and recommended approaches for solutions, given the short timeframe for accomplishing initial project goals. Technical expertise should reflect the importance and relevance of the IDR program's goal and objectives.

Qualifications and international experience in the following areas will be evaluated:

- Planning and logistics management;
- Training and technical assistance;
- Prevention and treatment of substance abuse;
- Building drug prevention coalitions;
- Writing and editing;
- Development of databases and newsletters;
- · Providing conference support services; and
- Managing support services of proposed professional and technical personnel, as demonstrated by resumes or curriculum vitae.

B. Linkages (25 points)

The Contractor proposal must demonstrate connections to existing substance abuse prevention and treatment agencies and networks/coalitions around the globe, in addition to previous coalition development or related international training and technical assistance experience.

C. Corporate/Management Capability (20 points)

The Contractor must provide a proposed management/organization plan, which shows clear lines of authority and responsibility and quality control procedures to assure that project goals and milestones will be met in a timely and high quality manner. Demonstrated corporate experience must also be shown in managing projects of similar size, scope, and content, including development of relevant

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conference planning formats, training curricula, database systems, international training and technical assistance programs in substance abuse, project milestones, and final products.

D. Past Performance (25 points)

The Contractor must demonstrate a relevant history and experience in developing and/or supporting international demand reduction coalitions and meetings, in addition to previous experience in providing technical assistance in the areas of drug prevention and treatment. Past performance in controlling costs and an ability to deliver commodities and services in accordance with the scheduled time frame are also required.

M.4 TECHNICAL SCORING

NUMERICAL EQUIVALENCE

The Offerors total score will be determined based on the overall points available for each evaluation criteria multiplied by a combination of the raw score descriptions below:

- 1.0 EXCELLENT Comprehensive and complete. Meets or exceeds all SOW requirements. Has demonstrated ability to perform responsibilities with little or no start-up time. Have some extraordinary qualifications or expertise and meets all personnel/technical expertise evaluation factors listed above.
- .6 GOOD Proposal demonstrates that firm's personnel requirements meets or exceed all SOW requirements, meets most personnel/technical evaluation factors and demonstrated ability to perform responsibility with little or no start-up time.
- .3 ACCEPTABLE Meets SOW requirements, but has some negative aspects.
- 0 UNACCEPTABLE Fails to meet SOW requirements.
- (a) A cost and/or price analysis shall be conducted based upon the data submitted by the offeror in order to determine that the negotiated cost or price is fair and reasonable.

M.5 METHOD OF AWARD - AGRREGATE BASIS, ALL ITEMS MAY 1995 (05/95)

The line items in Section B of this solicitation will be awarded on an aggregate basis for all solicitation items. Only one award will result from this solicitation. Proposals that do not offer all of the line items specified in SECTION B will not be eligible for award.

Exhibit 1

Performance Requirements Summary Matrix

TASK 1: General Preparation

111011 1. General i reparation					
Required Service/Performance Objective	Performance Standard	Acceptance Quality Level (AQL) and Performance Standard Weight (in parenthesis) Monitoring Method	Incentive/ Disincentive		
Develop demand reduction Implementation Plan	Design is responsive to scope of effort as outlined in Task 1 a	 Plan comprehensively responses to scope and is submitted two or more weeks ahead of due date. (+ 15) Plan fails to address two or more elements of scope. (- 10) Plan submission is two or more weeks past due date. (- 5) 	(+15/-15)		
Update and maintain INL Demand Reduction web site	Web site is maintained as outlined in scope of Task 1 b	 Web site maintenance comprehensively responds to scope (+ 5) Web site maintenance fails to address two or more elements of scope. (- 5) 	(+5/-5)		
Preparation of International Drug Prevention newsletter	Newsletters are prepared as outlined in scope of task 1 c	 Newsletter preparation comprehensively responses to scope. (+ 3) Newsletters are submitted by due date. (+ 2) 	(+5/-5)		

	 Newsletter fails to address two or more elements of scope. (-3) Two or more newsletters are two or more weeks past due date. (-2) 	
Development of Needs Assessment Instrument Instrument is developed as outlined in scope of task 1 d	 Needs Assessment Instrument comprehensively responses to requirements listed in scope. (+ 3) Needs Assessment Instrument submitted by due date. (+ 2) Needs Assessment Instrument fails to address two or more elements of scope. (- 3) Needs Assessment Instrument is submitted two or more weeks past due date. (- 2) 	

TASK 2: Training and Technical Assistance

Required Service/Performance Objective	Performance Standard		Acceptance quality level (AQL)	Monitoring Method	Incentive/ Disincentive
Establish and Maintain Training and Technical Program Implementation	Training and Technical Assistance Program is established and maintained as outlined in scope of Task 2 a	•	assistance program implemented one or two months after approval of the training/technical assistance plan. (+ 5)	Calendar days	(+5/-5)

TASK 3: Coalition Building/Network Development

Providing logistical support for INL-sponsored international and regional demand reduction meetings, including travel of resource persons. Conferences delivered on schedule and support services outlined in scope task 3a are delivered. Schedule and organize 3 regional best practice conferences. (+ 2) and Contract Firm Schedule and organize 1 regional drug prevention conference. (+ 1) Schedule and organize 2 regional drug policy conferences. (+ 1) All logistical support services are delivered. (+ 1) Two or more logistical support services outlined in scope are not delivered. (- 2) One or more regional conference(s) unscheduled. (- 3)	Required Service/Performance	Performance Standard	Acceptance quality level (AQL)	Monitoring Method	Incentive/ Disincentive
	support for INL- sponsored international and regional demand reduction meetings, including travel of	delivered on schedule and support services outlined in scope task 3a are	regional best practice conferences. (+ 2) Schedule and organize 1 regional drug prevention conference. (+ 1) Schedule and organize 2 regional drug policy conferences. (+ 1) All logistical support services are delivered. (+ 1) Two or more logistical support services outlined in scope are not delivered. (- 2) One or more regional conference(s)	by COR and Contract Firm	(+5/-5)

TASK 4: Research and Evaluation (This task will not be required to be performed until third year of the contract)

	·			
Required Service/Performance	Performance Standard	Acceptance quality level (AQL)	Monitoring Method	Incentive/ Disincentive
Design, Execute and report results from feasibility, best practice, and pilot studies.	Studies are developed as outlined in scope of task 4 a.	 One or more studies comprehensively responses to requirements listed in scope One or more studies submitted by due date (due date determined by COR and contractor at time study is assigned to contractor) study fails to address two or more elements of scope One or more studies is submitted two or more weeks past due date. 		TBD
Design and/or execute evaluation studies.	Studies are developed as outlined in scope task 4 b.	 One or more studies comprehensively responses to requirements listed in scope One or more studies submitted by due date (due date determined by COR and contractor at time study is assigned to contractor) study fails to address two or more elements of scope 		TBD

а	•	One or more studies is submitted two or more weeks past due date.	

TASK 5: Contractor Reporting Requirements

		 	8 1		-
Required Service/Performance	Performance Standard		Acceptance quality level (AQL)	Monitoring Method	Incentive/ Disincentive
Monthly Progress Report	Delivered on schedule and content addresses all information outlined in scope task 5 a.	•	Report is delivered 1 or more weeks ahead of schedule. (+ 3) Reports contain statements covering contract activities performed including description of problems encountered or anticipated and recommendations for resolving the problems. I (+ 7) Report is delivered 1 or more weeks behind schedule. (- 3) Reports do not contain statements covering contract activities performed including description of problems encountered or anticipated and fails to make recommendations for resolving the problems. (- 7)	COR	(+10/-10)
Utilization Report	Delivered on Schedule and Content addresses all information identified in scope task 5 b.		Report is delivered 1 or more weeks ahead of schedule. (+ 3) Reports contain chart elements and statements required under task 5b. (+ 7) Report is delivered 1 or	COR	(+10/-10)

	more weeks behind schedule. (- 3)
	Reports lack chart elements and/or statements required under task 5b. (- 7)
-	

QUALITY ASSURANCE MONITORING FORM

WORK TASK:						
SURVEY PERIOD:			*			
METHOD OF SURVEILLANCE	E: COR	REVIEV	W:			
EVALUATION OF CONTRACT	OR'S	PERFOR	RMA	NCE:		
NARRATIVE DISCUSSION OF SURVEY PERIOD:	CONT	TRACTO	R'S I	PERFOR	MANCE	DURING
SURVEY PERIOD:						
PREPARED BY:DATE:						

PERFORMANCE-BASED QUALITY ASSURANCE SURVEILLANCE PLAN FOR THE INL INTERNATIONAL DEMAND REDUCTION PROGRAM

This Performance-Based Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of the Statement of Work. This plan sets forth procedures and guidelines that the Bureau for International Narcotics and Law Enforcement Affairs (INL) will use in evaluating the technical performance of the contractor. A copy of this plan will be furnished to the contractor so that the contractor will be aware of the methods that the Government will employ in evaluating performance on this contract and address any concerns that the contractor may have prior to initiating work.

PURPOSE OF THE QASP

The QASP is intended to accomplish the following:

- Determine the roles and responsibilities of participating Government officials; Define the types of work to be performed with required end results;
- Describe the evaluation methods that will be employed by the Government in assessing the contractor performance;
- Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the contractor performance; and
- Describe the process of performance documentation.

ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

The COR will participate in assessing the quality of the contractor performance. His/Her roles and responsibilities are described as follows:

The Contracting Officer Technical Representative (COR) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the contractor on a day-to-day basis. She/he will have the primary responsibility for completing Quality Assurance Monitoring Forms' which s/he will use to document the inspection and evaluation of the contracted work performance. It is extremely important for the COR to establish and maintain a team-oriented line of communication with the contracted project manager (PM) and the PM staff in order to perform her/his monitoring functions. The COR, Contracting Officer (CO), and PM must work together as a team to ensure that required work is accomplished in an efficient and proper manner. Meetings should be held on a regular basis in order to resolve serious problems. Less serious problems should be discussed and resolved on an impromptu basis.

METHODOLOGIES TO BE USED TO MONITOR THE CONTRACTORS PERFORMANCE

Even though the Government, through its COR, will be monitoring the contractor's performance on a continuing basis, the volume of tasks performed by the contractor makes technical inspections of every task and step impractical. Accordingly, the INL will use a quality-assurance review process to monitor the contractor's performance under this contract.

The contractor's performance will be evaluated by the COR in terms of a set of products and activities according to three categories: above acceptable, acceptable and unacceptable. The attached matrix charts (Exhibit 1) outlines criteria for these performance levels for each task listed in the Statement of Work. All products produced by or activities performed by the contractor shall meet the level of acceptable. For each task that the contractor performs at an unacceptable level, a deduction of points will be made for that category. Activities performed at above acceptable level will be awarded extra points (bonus points).

The contractor will be evaluated on the basis starting score of 100. If at the end of the year it is determined that the contractor score is 80 or below, the contractor will be disqualified from being awarded the next option year of the contract.

If the contractor is judged by the COR to have exceeded AQL (above acceptable level) for a task/activity the bonus points for those activities may be used to off-set activities where the contractor's performance was judged unacceptable and a deduction in points was made by the COR. The relative weight for task/activity is noted in parenthesis at the end of the task /activity description. For example if the contractor was late in submitting the required demand reduction implementation plan required under Task 1 and received a deduction of -10 score for that element, but the contractor submitted monthly reports required in Task 5 one or more weeks early and was awarded bonus points of +2, the bonus points could be used to off-set the deducted points (-10 + 2 = -8 score) to determine the final score for the evaluation period.

The COR along with the contractor will evaluate the contractor semi-annually using the following evaluation form in Exhibit 2 to identify determine score for the evaluation period. The total of the final scores for the two evaluation periods will be averaged to determine the final year-end score. The contractor will receive report from the COR summarizing the contractors score as of the evaluation date.

QUALITY ASSURANCE REPORTING FORMS

The COR will use quality assurance monitoring forms (Exhibit 2) to document and evaluate the contractor's performance under this contract. The form, when completed, will document the CORs understanding of contractor requirements, what was actually completed, and the impact or consequences of what was not completed. The COR will evaluate each event in accordance with the following definitions of contractor performance:

Above-Acceptable - a level of performance which exceeds the minimum standards of Performance;

Acceptable -an acceptable level of performance which meets the minimum standards of performance; or

Unacceptable -a level of performance which is not acceptable and which fails to meet the minimum standards of performance.

The COR must substantiate all tasks which s/he judges to be indicative of above acceptable or unacceptable performance. Performance at the acceptable level is expected from the contractor. Performance at all three (3) levels will be evaluated.

The COR will forward copies of all completed QA monitoring forms to the contractor by the close of business on the days the forms were prepared. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form(s).

ANALYSIS OF SURVEILLANCE RESULTS

CO will review each QA monitoring form prepared by the COR. When appropriate, the CO may investigate the event further to determine if all the facts and circumstances surrounding the event were considered in the COR opinions outlined on the forms. The COR will discuss every event receiving a substandard rating with the contractor to assure that corrective action is promptly initiated. At the end of every year, the COR will prepare a written report for the CO summarizing the overall results of his/her surveillance of the contractor's performance during the previous months. This report will become part of the formal QA documentation.

Exhibit 4

SUBCONTRACTING PERCENTAGE WORKSHEET

PRIME CONTRACTOR:	SOURCE:	
SUBCONTRACTOR:	SOURCE:	· · · · · · · · · · · · · · · · · · ·

	PRIME CONTRACTOR	SUBCONTRACTOR	
DIRECT LABOR	\$	\$	
FRINGE BENEFITS*	\$	\$	
SUBTOTAL	(A) \$	(B) S	
LABOR G&A @%	\$	\$	
TOTAL LABOR COSTS	(C) S	(D) \$	

To calculate the subcontracting percentage, first add DIRECT LABOR and FRINGE BENEFITS and enter the figures for the contractor in space (A) and for the subcontractor (if available)** in space (B).

Next, calculate LABOR G&A by multiplying the G&A rate by the SUBTOTAL figure in (A).

Calculate the subcontractor LABOR G&A by multiplying the subcontractor's G&A rate by the subcontractor's SUBTOTAL figure in (B).

Add the LABOR G&A to the SUBTOTAL and record that figure in the spaces for TOTAL LABOR COSTS at (C) and (D) respectively.

Now using the formula below, calculate the subcontracting labor percentage.

$$(D) \div [(C) + (D)]$$

SUBCONTRACTING LABOR COST PERCENTAGE =
--

- * The firm must demonstrate that their labor overhead is allowable in accordance with FAR 32.205-6. Failure to do so will cause the entire overhead to be eliminated from the computations.
- ** You need to be comparing as like figures as possible. Therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown, you must use the TOTAL SUBCONTRACTING AMOUNT for item (D) even though you must still break down the contractor's costs.

Exhibit 5

XXXXXXXXX Inc. SMALL, DISADVANTAGED, WOMAN-OWNED, HUBZone, SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: December XX, 2006	
CONTRACTOR: XXXXXXXXX	
ADDRESS: XXXXXX Road, Fairfax, VA XXXXX	
DUNN & BRADSTREET NUMBER: XXXXXXXXX	
SOLICITATION OR CONTRACT NUMBER: SXXXXXXXXXXXXX	
ITEM/SERVICE (Description): XXXXXXXXX Services	
TOTAL CONTRACT AMOUNT: \$XX,XXX,XXX	
TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$	

This individual Subcontracting Plan (the "Plan") for Small Business Concerns (SB), Service-Disabled Veteran-Owned Small Business Concerns ("SDV"), HUBZone Small Business Concerns ("HUBZone"), Small Disadvantaged Business Concerns ("SDB") and Women-Owned Small Business Concerns ("WOSB") is submitted in compliance with the requirements of Solicitation Number SXXXXXXXXX and FAR 52.219-9.

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): ____

1. Type of Plan

This is an individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Service-Disabled Veteran-Owned (SDV), and "Other than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$____ (b+g=a)
- Total estimate dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOB, HUBZone, SDV): (% of "a")
 and 40%
- Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a")
 and 10%
- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a")
 and 5%
- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$____ and 3%
- f. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES* (% of "a") \$\frac{1}{2}\$ and 3%
- g. Total estimated dollar and percent of planned subcontracting with "OTHER" THAN SMALL BUSINESSES: (% of "a") \$\(\frac{1}{2}\) and \$\(\frac{60\%}{2}\)
- h. Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZone	SDV
	10					
		-				

 XXXXXXX used the following methodology to develop the subcontracting goals for small, disadvantaged, woman, HUBZone, veteran, and servicedisabled veteran-owned small business concerns;

The contract was reviewed to determine the potential for subcontracting opportunities, i.e., requirements for items of supplies, equipment, or services which can be satisfied through "outside" support.

Where such opportunities were found, price and performance estimates were secured from a cross-section of qualified concerns and institutions, attempting to place the highest possible percentage share of work with SB, SDV, HUBZone, SDB or WOSB concerns, price and other facts considered.

The total estimated dollar value of the anticipated subcontract effort was calculated and this dollar value was established as the goal for "Total to be Subcontracted."

XXXXXXXX small business goals correspond with the subcontracting goals established between the U.S. Department of State and the Small Business Administration for the current fiscal year.

j. Indirect costs have <u>not</u> been included in the dollar and percentage subcontracting goals above.

3. Program Administrator:

NAME/TITLE: XXXXX XXXXXX, Project Administrator

ADDRESS: XXXX Road, Fairfax, VA XXXXX

TELEPHONE (XXX) XXX-XXXX

EMAIL: XXXX@XXX.com

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteranowned small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- Developing and maintaining bidder source lists of small, disadvantaged, woman, HUBZone, and service-disabled veteran-owned small business concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small businesses;
- e. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone, veteran, and service-disabled veteran-owned small business concerns to include the SBA's PRO-Net System, Central Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices:
- f. Establishing and maintaining contract and subcontract award records:
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that small, disadvantaged, woman HUBZone, veteran, and service-disabled veteran-owned small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company.
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;

- k. Preparing, and submitting timely, required subcontract reports; and
- Coordinating the company's activities during the conduct of compliance reviews by Federal agencies

4. Equitable Opportunity

XXXXXXX will make the following efforts to ensure that small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts.

These efforts will include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - Contacting minority and small business trade associations; 2)
 contacting business development organizations and local chambers of
 commerce; 3) attending small, disadvantaged, woman, HUBZone,
 veteran, and service-disabled veteran-owned small business
 procurement conferences and trade fairs; 4) requesting sources from
 the Small Business Administrations (SBA) PRO-Net System and other
 SBA resources; and 5) Conducting market surveys to identify new
 sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Conducting workshops, seminars, and training programs
 - 2) Establishing, maintaining, and utilizing small, disadvantaged, woman, HUBZone, veteran and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontractors; and
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.

5. Flow Down Clause

XXXXXXXX agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6 (c).)

6. Reporting and Cooperation

XXXXXXXX gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of the Individual Subcontract Report (ISR), the

Summary Subcontract Report (SSR), and the SDB Participation Report using the web-based Electronic Subcontracting Reporting System (eSRS, at https://www.esrs.gov). Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations.

XXXXXXXX agrees to ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS. It will (1)Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and (2) Ensure that all subcontractors with subcontracting plans under the flow-down requirements above, at every tier, provide the prime contract number, the order number, if applicable, and their own DUNS number to all of their subcontractors with subcontracting plans.

Reporting Period	Report Due	Due Date	
Oct 1-Mar 31	Individual Subcontract Report (ISR) /0f 312	4/30	
Apr 1-Sept 30	Individual Subcontract Report (ISR) /0f 312	10/30	
Oct 1-Sept 30	Summary Subcontract Report (SSR)	10/30	

Special instructions for commercial products plan: The annual report submitted by organizations having an approved commercial plan shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial plans, if any.

XXXXXXXX will use eSRS to submit its ISRs and SSRs and will notify both the cognizant Contracting Officer and the Office of Small and Disadvantage Business Utilization, U.S. Department of State of its submissions.

7. Record Keeping

XXXXXXXX will maintain the following types of records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. Small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteranowned small business source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, disadvantaged, and woman, HUBZone, veteran, and service-disabled veteran-owned small business sources;

- c. On contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether woman-owned small business concerns were solicited, and if not, why not; (5) whether veteran or service-disabled veteran-owned small business concerns and (6) the reason for the failure of solicited small, disadvantaged, and woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records, to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)

LABOR CATEGORY DESCRIPTION

The contractor will be required to provide the following types of personnel to respond to our requirements:

Project Manager/Senior Demand reduction Specialist – with responsibility for managing the contract; establishing designs for technical assistance, training projects, training material development; developing and maintaining regional and global networks of public/private sector demand reduction organizations; monitoring and evaluating ongoing projects; and recommending demand reduction initiatives.

Professional/Technical Demand Reduction Specialist – with responsibility for developing designs and budgets for proposed training and technical assistance projects; training materials development; developing communications to overseas posts and organizations involved in the INL regional and global demand reduction networks; managing regional and international conferences; and monitoring delivery of training and technical assistance by subcontractors, vendors and consultants.

Research/Evaluation Specialist – with responsibility for designing, executing, and reporting results from program evaluation and assessment studies; reviewing evaluation instruments, data collection plans, and data analysis plans; develop and conduct process and outcome assessments and best practices studies; maintaining/upgrading a computerized database of regional and global network members; and maintaining/upgrading an international demand reduction (IDR) website.

Logistics Coordinator - with responsibility for travel arrangements including air/ground travel arrangements, facilitating with obtaining necessary travel documents (visas/passport), hotel reservations and financial reconciliation for domestic and international travel for international demand reduction consultants.